



REQUEST FOR PROPOSALS

For

General Litigation Counsel

DATE ISSUED:

OCTOBER 3, 2016

DEADLINE TO SUBMIT PROPOSALS: NOVEMBER 9, 2016

BY 4:00 P.M. C. S.T.

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting Proposals from law firms to provide general litigation legal services related to the Corporation’s Low Income Housing Tax Credit Programs, the HOME Investment Partnership Program (“HOME Program”), and any other housing programs as necessary. The Corporation may be retaining one (1) or more general litigation counsels through this Request for Proposal.

B. RFP Coordinator

This RFP is available in electronic form at <http://www.lhc.la.gov>. The RFP is also available in printed form by submitting a written request to the RFP Coordinator.

Written requests and questions must be directed to the RFP Coordinator using the information listed below:

ATTN: Edselle Keith Cunningham, Jr.
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
email: kcunningham@lhc.la.gov

C. Procurement Process

The RFP process commences with the issuance of the RFP. The steps involved in the process and the anticipated completion dates are set forth in the schedule below. The LHC has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each Proposer is provided an equal opportunity to submit a Proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by a Review Panel. The Proposals will be reviewed to determine if the Proposer has met the minimum criteria described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Proposer, the Review Panel will determine which Proposers are qualified (professionally, administratively, and financially).

D. Important Dates and Deadlines

RFP published and posted to LHC website	October 3, 2016
Deadline for submitting written inquiries	October 17, 2016 by 4:00 p.m. Central Standard Time
Deadline for LHC to respond to written inquiries from Proposers	October 21, 2016
Deadline for submitting Proposals	November 9, 2016 @ 4:00 p.m. Central Standard Time
Formal announcement of selected Proposer/s	December 14, 2016
Contract Execution	TBD

NOTE: The LHC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

E. Proposer Inquiries

The Corporation will consider written inquiries from Proposers regarding RFP requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the RFP Coordinator by the deadline for submission of written inquiries set forth in Section I(D), above. Inquiries shall clearly reference the section of the Proposal for which the Proposer is inquiring or seeking clarification. Any and all questions directed to the RFP Coordinator will be deemed to require an official response.

The Corporation reserves the right to modify the RFP should a change be identified that is in the best interest of the Corporation. It is the sole responsibility of the Proposer to inquire into and clarify any item of the RFP that is not understood.

F. Contact Prohibitions

It is the express policy of the Corporation that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

G. Changes to the RFP

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at <http://www.lhc.la.gov>. It is the responsibility of the Proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.

2. **Corporation** – Louisiana Housing Corporation.
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.
4. **Proposal** – A response to a Request for Proposals.
5. **Proposer** – A firm or individual who responds to a Request for Proposals.
6. **RFP** – A Request for Proposals.
7. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
8. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

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II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. Central Standard Time on November 9, 2016.** Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier to:

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
(225)763-8700
Attn: Edselle Keith Cunningham, Jr.
Re: General Litigation Counsel

The outside of the envelope, box or package must be CLEARLY MARKED with the following information and format:

Proposal Name: General Litigation Counsel
Proposal Submission Deadline: November 9, 2016

Proposer is solely responsible for ensuring that its courier makes inside deliveries at the physical location. Proposer is solely responsible for the timely delivery of its Proposal. Failure to meet the Proposal submission deadline shall result in rejection of the Proposal.

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the Review Panel, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign Proposals or contracts on behalf of the organization, such as:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a Proposal as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or

3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

Proposers must be registered entities under the laws of the State of Louisiana and certified to conduct business in the State of Louisiana, pursuant to La. R.S. 12:301-302, by the Louisiana Secretary of State, prior to entering into a contract with LHC.

E. Validity

All Proposals shall be considered valid for acceptance until such time as an award is made unless the Proposer provides for a different time period within its Proposal. However, the Corporation reserves the right to reject a Proposal if the Proposer's acceptance period is unacceptable to the Corporation and the Proposer is unwilling to extend the validity of its Proposal.

F. Content

Evaluation of Proposals shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the RFP.

Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the Proposer. Failure to include these requirements in a Proposal shall result in rejection of the Proposal.

G. Clarity

Each Proposer is responsible for the accuracy and completeness of its Proposal. Proposals must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While Proposals prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of Proposers' abilities to meet the requirements of the RFP.

H. Proposal Material Ownership

All material submitted regarding and in response to this RFP becomes the property of the Corporation. Selection or rejection of a Proposal does not affect this right.

I. Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Proposal identified as such must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44.1 *et seq.*, and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information

disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

The Corporation reserves the right to make any Proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the Proposal. The Corporation shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

J. Changes to Proposals

If prior to the deadline for submitting Proposal a Proposer needs to submit changes or addenda to its Proposal, such changes or addenda shall be submitted in writing to the Corporation, in a sealed envelope, clearly cross-referencing the relevant Proposal section, and signed by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

K. Withdrawal of Proposal

A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time the Proposal is due. To accomplish this, a written request to withdraw the Proposal must be signed by the authorized representative of the Proposer and submitted to the RFP Coordinator.

L. Errors and Omissions in Proposals

The Corporation will not be liable for any errors in Proposals. The Corporation reserves the right to make corrections or amendments due to errors identified in Proposals by the Corporation or the Proposer. The Corporation, at its option, has the right to request clarification or additional information from the Proposer.

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all Proposals submitted and to cancel this announcement.

N. Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Proposer. There shall be no claims whatsoever against the LHC, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a Proposal or for participating in this procurement process.

O. Certification of OMB A-133 Compliance

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any Proposal for one hundred thousand dollars (\$100,000) or more, the Proposer certifies that the represented company, as well as any subcontractors or

principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

P. Written or Oral Presentations/Discussions

Written and/or oral discussions may be conducted by the Corporation with Proposers submitting Proposals determined to be reasonable choices for selection and contract award; however, the Corporation reserves the right to enter into a contract without further discussion of Proposals submitted, based on initial offers. Any commitments or representations made during such discussions, if conducted, may be formally recorded in the final contract. Written and/or oral discussions/presentations for clarification may be conducted in order to enhance the Corporation's understanding of any or all of the Proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code (La. R.S. 42:1101, *et seq.*) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

R. Disqualification

The LHC reserves the right to verify all information provided by a Proposer via direct contact with the Proposer's clients and prior project personnel and Proposers shall agree to provide necessary authorizations for the LHC to verify any of the Proposer's previous work. As described elsewhere in this RFP, each Proposer shall be required to submit a detailed résumé for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Proposer from further consideration.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all Proposals. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

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III. SCOPE OF SERVICES

A. Introduction

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting Proposals from law firms to provide general litigation legal services related to the Corporation’s Low Income Housing Tax Credit Programs, the HOME Investment Partnership Program (“HOME Program”, and any other housing programs as necessary. The Corporation may be retaining one (1) or more general litigation counsels through this Request for Proposal.

B. Overview

During the term of the contract, the selected Proposer shall have a fiduciary relationship to the LHC and shall therefore be prohibited from working directly or indirectly in any other capacity than Counsel to the LHC on or with projects funded through the LHC, whether or not for profit, gain, or other pecuniary advantages.

C. Tasks and Services

A firm or individual selected as General Litigation Counsel would work with LHC on a contractual basis regarding all matters of any Programs and other related financing sources, all applications and notices relating thereto, and any other initiative or new program that the chosen General Litigation Counsel works on.

Counsel agrees to represent and advise the Corporation:

- In various litigation and administrative review procedure matters;
- In matters relative to the Property Disposition Program;
- In matters relating to the Share Programs, other Home Programs and Low Income Housing Tax Credit Programs administered by the Agency;
- In other general litigation, compliance, business and additional matters as directed by the Louisiana Housing Corporation Executive Director or his designee;
- The scope of this Contract does not include litigation or proceedings arising out of or involving tort or worker's compensation; and
- These legal services are to be provided under the immediate supervision of the, Louisiana Housing Corporation Executive Director or his designee and subject to secondary review by the Department of Justice.

Counsel agrees to represent and advise the Corporation:

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IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Objective

The LHC will consider Proposals that, in its sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the State of Louisiana in the manner described in this RFP.

B. Preliminary Review

Each Proposal will be preliminary reviewed for compliance with the qualifications and requirements set forth in this RFP. Failure to meet these qualifications and requirements will cause the Proposal to be eliminated from further consideration.

C. Evaluation Criteria

Proposals will be evaluated by the Review Panel based on the criteria detailed in this section. In preparing to submit a response, it is important for Proposers to clearly demonstrate their expertise in the areas described in this RFP.

The Review Panel will use the following criteria to evaluate all acceptable Proposals and to develop recommendations to be presented to the LHC Board of Directors. The following information is required information that is mandatory requirements for each Proposer. If a Proposer fails to provide any of the following information the Proposal will be deemed nonresponsive and not graded:

1. An overview of the firm's experience in providing the services set forth herein. This should include the name of the firm, address, telephone number, and e-mail address, as well as the name, mailing address, telephone number, and e-mail address of the person to be contacted regarding the Proposal;
2. A description of the firm, including names of directors, managers, principals, number of employees, longevity, client base, areas of specialty and expertise and any other pertinent information that will assist the LHC in formulating an opinion about the stability and strength of the firm;
3. The résumés of the principal(s) and key staff who will be performing work under any agreement ultimately entered into as a result of the firm's selection to serve as the General Litigation Counsel, as well as a detailed discussion of the firm's staffing and other elements of its capacity relevant to performing the services described herein;
4. A list of client references (at least three (3)) for whom your firm has performed services similar in scope to those described herein within the past three (3) years. Include the reference's company name, contact person, address, telephone number, a brief description of the scope of the services performed and the work flow process.

5. A collection of sample litigation documents or other housing litigation program documents developed by the firm within the past year, which may include, but is not limited to, Petitions, Answers, Legal Memoranda, ect. Property, client name, and any other proprietary information may be deleted or redacted;
6. Proof of liability insurance and amount;
7. A statement attesting that all information provided in your Proposal to the LHC is true and accurate to the best of your knowledge;
8. Any guarantees offered by your firm.

Proposers are encouraged to identify and clearly label in their Proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the Proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its Proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their Proposal beyond those requested, those materials should be identified as such and included in a separate section of the Proposal.

The following Qualification Criteria with a point system of relative important with an aggregate total of **one hundred (100)** points will be utilized to evaluate the qualifications of each Proposer.

1. Proposer Qualifications and Staffing	80 Points
2. Cost Proposal	<u>20 Points</u>
Total	100 Points

D. Evaluation Process

The Review Panel will score each written Proposal. No preliminary conclusions or results will be given out to Proposers until the Review Panel has completed the entire evaluation process and the formal announcement of the selected Proposer has been made.

E. Oral Presentations

If the Review Panel extends invitations for oral presentations, the Proposers selected for final evaluation will be expected to accept the invitation and make oral presentation to the Panel. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the Proposal document may be formally recorded in the contract.

F. Final Scoring

If oral presentations are conducted, those presentations will be graded by the Review Panel separate from the previously submitted written Proposals on the basis of information obtained from the Proposers' oral presentations and references with a maximum point value of and additional twenty (20) points being

awarded. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

G. Final Selection

Upon approval by the Review Panel, a formal announcement of the selected firm will be made, and all Proposers will be notified. Contract negotiations should begin by the date listed in Section I(D), above. The successful firm will be expected to sign the contract, which will contain substantially similar terms and requirements as those set forth in Section VI, below. Firms should thoroughly review Section VI prior to submission of Proposal response.

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V. PROPOSAL CONTENT AND FORMAT

The following information is required information that is mandatory requirements for each Proposer. If a Proposer fails to provide any of the following information the Proposal will be deemed nonresponsive and not graded:

A. Executive Summary

This section should include a summary of the Proposer's qualifications and ability to meet the overall requirements of the RFP. It must include specific authorization to contact all references, employers, or customers for whom the company or Proposed staff referenced in the Proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Firm Experience, Qualification, and Proposed Staff

1. ***Place of Incorporation or Formation and Years of Experience.*** The Proposer must provide the organizations' date and state of incorporation or formation, years in business, and years of experience (not the individual employees' or managers' experience) providing the services requested herein.
2. ***Qualifications and References.*** The Proposer must describe the organization's qualifications and experiences that demonstrate its capacity to serve to provide the services requested herein. Provide a list of five (5) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional reputation in acting as a consultant to a major state agency. Governmental contracts from 2011 through present, as well as any other information that would demonstrate the firm's understanding and experience in providing the above named services, should be provided as well.
3. ***Organization of Firm/Department and Professional Staff.*** Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing services to the LHC as well as the functions to be performed by each. Full resumes of each person, including names, positions, education, and experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with employees or elected officials of the State or local governmental entities in Louisiana.
4. ***Disclosures***

- a. Detail any criminal investigation, indictment, prosecution, or other proceeding that has ever been brought against your organization (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three (3) years against the organization that would impair its ability to provide the requested services (provide attachments if necessary).
- b. Disclose any potential conflicts of interest with representing the Corporation in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any of the Corporation's board members. The Corporation reserves the unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

C. Cost Proposal

Please note that unless otherwise stated in the Proposal, the LHC will assume that the Proposer agrees to be bound by the following rates approved by the Louisiana Attorney General:

- \$225.00 per hour for attorneys having experience of ten years or more in the practice of law;
- \$175.00 per hour for attorneys having experience of five but less than ten years in the practice of law;
- \$150.00 per hour for attorneys having experience of three but less than five years in the practice of law;
- \$125.00 per hour for attorneys having experience of less than three years in the practice of law;
- \$60.00 per hour for paralegal services; and
- \$40.00 per hour for law clerk services.

In addition, the cost proposal should state assumptions on which the firm's fee would be predicated and any factors that would change the actual fee. The Proposer should state what it considers to be the most appropriate method for determining a reasonable fee for this representation, and state the rationale for this determination if the proposed fee differs from above-referenced rates.

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VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose Proposal is most responsive to the items in the Evaluation Criteria. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines. Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the Proposal as well as to negotiate fees and terms of the contract.

The successful Proposer will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section. The RFP and Proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a Proposer to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the LHC may elect to cancel the award and award the contract to the next highest ranked Proposer.

If, for any reason, the Proposer most responsive to the Corporation's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that Proposal shall be rejected, and the Corporation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

B. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All Proposals should reflect services in anticipation of a maximum contract term.

C. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The Proposer's inability or unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.

The selected Proposer shall procure and maintain as applicable, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract.

Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Contractor shall maintain limits no less than:

1. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general annual aggregate of two million (\$2,000,000).
2. **Automobile Liability:** One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. **Workers Compensation and Employers Liability:** Liability Coverage. To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.
4. **Errors and Omissions Insurance:** Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.
5. **Blanket Crime Insurance:** which includes Employee Dishonesty coverage, naming the Corporation as “Loss Payee”; and
6. **Fidelity Bond:** within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

D. Billing and Payment

The Contractor will submit monthly itemized hourly billing statements. Such itemized statements must contain, at a minimum, the following information: identification of the individual(s) providing the service; brief description of the service provided and the date on which it was done.

Under normal circumstances, the LHC should remit payment to the Contractor within thirty (30) days of approval of invoices. The LHC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

E. Non-Negotiable Contract Terms

Non-negotiable contract terms shall include but not be limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

F. Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Contractor will comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

G. Warranties and Representations

The Contractor warrants and represents that the following are true and shall remain true throughout the term of the Contract:

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;
2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;
3. It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to insure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

H. Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Corporation, provided however, that claims for money due or to become due to the Contractor from the Corporation may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

I. Indemnification

The Contractor shall indemnify the LHC Board of Directors, LHC staff, and the State of Louisiana from any and all loss, liability, or expenses (including the cost of defense and attorneys' fees) in connection with any claims or actions brought against any of them that arose directly or indirectly from actions, omissions, or obligations of the Contractor in connection with this Contract. The Contractor shall immediately notify the Corporation of any such claim made or action filed or threatened against the Contractor, and shall cooperate, assist, and consult with the Corporation, its staff, and the State, or their counsel, in the defense and investigation of any such claim or action. Neither the Corporation nor the State has any obligation under the terms of this Contract or any other agreement or relationship with the Corporation to provide legal counsel or defense to the Corporation in such a claim or action, nor is there any obligation to pay any judgment on, or settlement of, any such claim, or action.

J. Payment of Taxes

The Contractor understands and agrees that it is responsible for paying any taxes (including Louisiana or federal income or payroll taxes), or license fees or official fees that may be due as a result of either its receipt of fees or other payments hereunder or its performance in accordance with the terms hereof under its own Federal Tax Identification Number.

K. Audit

The Contractor grants to the LCH and/or any appropriate Federal, State, or local agency, regulatory authority, auditor, or court, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five (5) years from the date of the last payment made under this Contract. The Contractor shall comply with federal and/or state laws authorizing an audit of the Contractor's operation as a whole, or of specific program activities. Records shall be made available during normal working hours for this purpose.

L. Non-Discrimination in Employment

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor further agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

M. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for it directly, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Corporation shall have the right to annul this Contract

without liability for any work performed hereunder and with the right to recover any fees or expenses paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

N. Governing Law

The laws of the State of Louisiana shall govern the terms of the contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth (19th) Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]